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7 Attorney for Defendants  
8 RESURGENT CAPITAL SERVICES, LP;  
9 ALEGIS GROUP, LLC; and LVNV  
10 FUNDING, LLC,

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA

13 IMAN HATAMI,

14 Plaintiff,

15 v.

16 RESURGENT CAPITAL SERVICES,  
17 LP; ALEGIS GROUP, LLC; and  
18 LVNV FUNDING, LLC,

19 Defendants.

Case No. C08-02453RS

**ANSWER OF DEFENDANT LVNV  
FUNDING, LLC TO PLAINTIFF'S  
COMPLAINT**

Complaint Filed: May 13, 2008

Trial Date: None set

20 TO THE CLERK OF THE ABOVE-ENTITLED COURT, ALL PARTIES AND THEIR  
21 ATTORNEYS OF RECORD:

22 Defendant LVNV Funding, LLC ("LVNV"), as and for its Answer to the Complaint of  
23 Iman Hatami ("Plaintiffs") in the above-entitled matter, denies each and every allegation  
24 contained therein, unless otherwise admitted or qualified herein.

25 I.

26 RESPONSES TO PLAINTIFF'S ALLEGATIONS

27 1. In response to Paragraph 1 of Plaintiff's Complaint, LVNV admits that Plaintiff  
28 has brought this action alleging violations of the Fair Debt Collection Practices Act, 15 U.S.C. §  
1692 *et seq.* ("FDCPA") and the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code §  
1788 *et seq.* ("RFDCPA"), but denies that it violated any law.

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2. In response to Paragraph 2 of Plaintiff's Complaint, LVNV admits that the referenced statutes reference jurisdiction, but denies that jurisdiction is appropriate as it has violated no law. LVNV further denies that declaratory relief is available to Plaintiff.

3. In response to Paragraph 3 of Plaintiff's Complaint, LVNV denies all allegations against it. To all other extents, LVNV has insufficient information and knowledge to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his strictest burden of proof.

4. In response to Paragraph 4 of Plaintiff's Complaint, LVNV denies all allegations against it. To all other extents, LVNV has insufficient information and knowledge to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his strictest burden of proof.

5. In response to Paragraph 5 of Plaintiff's Complaint, LVNV denies all allegations against it. To all other extents, LVNV has insufficient information and knowledge to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his strictest burden of proof.

6. In response to Paragraph 6 of Plaintiff's Complaint, LVNV has insufficient information and knowledge to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his strictest burden of proof.

7. In response to Paragraph 7 of Plaintiff's Complaint, LVNV states that said paragraph makes no allegations against it and therefore no response is required by LVNV. To the extent a response is required, LVNV has insufficient information and knowledge to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his strictest burden of proof.

8. In response to Paragraph 8 of Plaintiff's Complaint, LVNV states that said paragraph makes no allegations against it and therefore no response is required by LVNV. To the extent a response is required, LVNV has insufficient information and knowledge to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his strictest burden of proof.

1           9.     In response to Paragraph 9 of Plaintiff's Complaint, LVNV, with the exception of  
2 the address listed in regard to service upon it, denies all allegations.

3           10.    In response to Paragraph 10 of Plaintiff's Complaint, LVNV denies all allegations  
4 against it. To all other extents, LVNV has insufficient information and knowledge to admit or  
5 deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his  
6 strictest burden of proof.

7           11.    In response to Paragraph 11 of Plaintiff's Complaint, LVNV admits that Plaintiff  
8 allegedly incurred a debt. To all other extents, LVNV has insufficient information and  
9 knowledge to either admit or deny the allegations and therefore denies the same and puts  
10 Plaintiff to his strictest burden of proof.

11           12.    In response to Paragraph 12 of Plaintiff's Complaint, LVNV denies all allegations  
12 against it. To all other extents, LVNV has insufficient information and knowledge to admit or  
13 deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his  
14 strictest burden of proof.

15           13.    In response to Paragraph 13 of Plaintiff's Complaint, LVNV denies all allegations  
16 against it. To all other extents, LVNV has insufficient information and knowledge to admit or  
17 deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his  
18 strictest burden of proof.

19           14.    In response to Paragraph 14 of Plaintiff's Complaint, LVNV states that the date  
20 on Exhibit 1 is May 14, 2007. LVNV denies that the letter sought to collect any amount.

21           15.    In response to Paragraph 15 of Plaintiff's Complaint, LVNV denies all allegations  
22 against it. To all other extents, LVNV has insufficient information and knowledge to admit or  
23 deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his  
24 strictest burden of proof.

25           16.    In response to Paragraph 16 of Plaintiff's Complaint, LVNV has insufficient  
26 information and knowledge to either admit or deny the allegations set forth therein and therefore  
27 denies the same and puts Plaintiff to his strictest burden of proof.  
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1           17. In response to Paragraph 17 of Plaintiff's Complaint, LVNV denies all allegations  
2 against it. To all other extents, LVNV has insufficient information and knowledge to admit or  
3 deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his  
4 strictest burden of proof.

5           18. In response to Paragraph 18 of Plaintiff's Complaint, LVNV has insufficient  
6 information and knowledge to either admit or deny the allegations set forth therein and therefore  
7 denies the same and puts Plaintiff to his strictest burden of proof.

8           19. In response to Paragraph 19 of Plaintiff's Complaint, LVNV denies all allegations  
9 against it. To all other extents, LVNV has insufficient information and knowledge to admit or  
10 deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his  
11 strictest burden of proof.

12           20. In response to Paragraph 20 of Plaintiff's Complaint, LVNV states that the date  
13 on Exhibit 2 is May 17, 2007. LVNV denies that the letter sought to collect any amount.

14           21. In response to Paragraph 21 of Plaintiff's Complaint, LVNV has insufficient  
15 information and knowledge to either admit or deny the allegations set forth therein and therefore  
16 denies the same and puts Plaintiff to his strictest burden of proof.

17           22. In response to Paragraph 22 of Plaintiff's Complaint, LVNV denies all allegations  
18 against it. To all other extents, LVNV has insufficient information and knowledge to admit or  
19 deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his  
20 strictest burden of proof.

21           23. In response to Paragraph 23 of Plaintiff's Complaint, LVNV has insufficient  
22 information and knowledge to either admit or deny the allegations set forth therein and therefore  
23 denies the same and puts Plaintiff to his strictest burden of proof.

24           24. In response to Paragraph 24 of Plaintiff's Complaint, LVNV denies all allegations  
25 pertaining to it. LVNV has insufficient information and knowledge to admit or deny the  
26 allegations set forth therein against all other defendants and therefore denies the same and puts  
27 Plaintiff to his strictest burden of proof.  
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1           25. In response to Paragraph 25 of Plaintiff's Complaint, LVNV has insufficient  
2 information and knowledge to either admit or deny the allegations set forth therein and therefore  
3 denies the same and puts Plaintiff to his strictest burden of proof.

4           26. In response to Paragraph 26 of Plaintiff's Complaint, LVNV denies all allegations  
5 against it. LVNV has insufficient information and knowledge to either admit or deny the  
6 allegations set forth therein and therefore denies the same and puts Plaintiff to his strictest  
7 burden of proof. LVNV further states that there is no indication that the Exhibit 3 was ever  
8 mailed to it, indicative of bad faith by Plaintiff.

9           27. In response to Paragraph 27 of Plaintiff's Complaint, LVNV has insufficient  
10 information and knowledge to either admit or deny the allegations set forth therein and therefore  
11 denies the same and puts Plaintiff to his strictest burden of proof.

12           28. In response to Paragraph 28 of Plaintiff's Complaint, LVNV denies all allegations  
13 against it. To all other extents, LVNV has insufficient information and knowledge to either  
14 admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to  
15 his strictest burden of proof.

16           29. In response to Paragraph 29 of Plaintiff's Complaint, LVNV denies all allegations  
17 against it. To all other extents, LVNV has insufficient information and knowledge to either  
18 admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to  
19 his strictest burden of proof.

20           30. In response to Paragraph 30 of Plaintiff's Complaint, LVNV denies all allegations  
21 against it. To all other extents, LVNV has insufficient information and knowledge to either  
22 admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to  
23 his strictest burden of proof.

24           31. In response to Paragraph 31 of Plaintiff's Complaint, LVNV denies all allegations  
25 against it. To all other extents, LVNV has insufficient information and knowledge to either  
26 admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to  
27 his strictest burden of proof.  
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1           32. In response to Paragraph 32 of Plaintiff's Complaint, LVNV states that the date  
2 on Exhibit 5 is October 25, 2007. LVNV denies that the letter sought to collect any amount.

3           33. In response to Paragraph 33 of Plaintiff's Complaint, LVNV has insufficient  
4 information and knowledge to either admit or deny the allegations set forth therein and therefore  
5 denies the same and puts Plaintiff to his strictest burden of proof.

6           34. In response to Paragraph 34 of Plaintiff's Complaint, LVNV denies all allegations  
7 against it. To all other extents, LVNV has insufficient information and knowledge to either  
8 admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to  
9 his strictest burden of proof.

10           35. In response to Paragraph 35 of Plaintiff's Complaint, LVNV has insufficient  
11 information and knowledge to either admit or deny the allegations set forth therein and therefore  
12 denies the same and puts Plaintiff to his strictest burden of proof.

13           36. In response to Paragraph 36 of Plaintiff's Complaint, LVNV denies all allegations  
14 against it. To all other extents, LVNV has insufficient information and knowledge to either  
15 admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to  
16 his strictest burden of proof.

17           37. In response to Paragraph 37 of Plaintiff's Complaint, LVNV admits that Plaintiff  
18 brings this matter alleging violations of the FDCPA, but denies that it violated any law.

19           38. In response to Paragraph 38 of Plaintiff's Complaint, LVNV adopts by reference  
20 paragraphs 1 through 37 of this Answer.

21           39. In response to Paragraph 39 of Plaintiff's Complaint, LVNV has insufficient  
22 information and knowledge to either admit or deny the allegations set forth therein and therefore  
23 denies the same and puts Plaintiff to his strictest burden of proof.

24           40. In response to Paragraph 40 of Plaintiff's Complaint, LVNV has insufficient  
25 information and knowledge to either admit or deny the allegations set forth therein and therefore  
26 denies the same and puts Plaintiff to his strictest burden of proof.

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1           41. In response to Paragraph 41 of Plaintiff's Complaint, LVNV has insufficient  
2 information and knowledge to either admit or deny the allegations set forth therein and therefore  
3 denies the same and puts Plaintiff to his strictest burden of proof.

4           42. In response to Paragraph 42 of Plaintiff's Complaint, LVNV denies all allegations  
5 against it.

6           43. In response to Paragraph 43 of Plaintiff's Complaint, LVNV has insufficient  
7 information and knowledge to either admit or deny the allegations set forth therein and therefore  
8 denies the same and puts Plaintiff to his strictest burden of proof.

9           44. In response to Paragraph 44 of Plaintiff's Complaint, and all its subparts, LVNV  
10 denies all allegations against it. To all other extents, LVNV has insufficient information and  
11 knowledge to admit or deny the allegations set forth therein and therefore denies the same and  
12 puts Plaintiff to his strictest burden of proof.

13           45. In response to Paragraph 45 of Plaintiff's Complaint, LVNV denies all allegations  
14 against it. To all other extents, LVNV has insufficient information and knowledge to admit or  
15 deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his  
16 strictest burden of proof.

17           46. In response to Paragraph 46 of Plaintiff's Complaint, LVNV denies all allegations  
18 against it. To all other extents, LVNV has insufficient information and knowledge to admit or  
19 deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his  
20 strictest burden of proof.

21           47. In response to Paragraph 47 of Plaintiff's Complaint, LVNV admits that Plaintiff  
22 brings this matter alleging violations of the RFDCPA, but denies that it violated any law.

23           48. In response to Paragraph 48 of Plaintiff's Complaint, LVNV adopts by reference  
24 paragraphs 1 through 47 of this Answer.

25           49. In response to Paragraph 49 of Plaintiff's Complaint, LVNV has insufficient  
26 information and knowledge to either admit or deny the allegations set forth therein and therefore  
27 denies the same and puts Plaintiff to his strictest burden of proof.

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1           50. In response to Paragraph 50 of Plaintiff's Complaint, LVNV has insufficient  
2 information and knowledge to either admit or deny the allegations set forth therein and therefore  
3 denies the same and puts Plaintiff to his strictest burden of proof.

4           51. In response to Paragraph 51 of Plaintiff's Complaint, LVNV has insufficient  
5 information and knowledge to either admit or deny the allegations set forth therein and therefore  
6 denies the same and puts Plaintiff to his strictest burden of proof.

7           52. In response to Paragraph 52 of Plaintiff's Complaint, LVNV denies all allegations  
8 against it.

9           53. In response to Paragraph 53 of Plaintiff's Complaint, LVNV has insufficient  
10 information and knowledge to either admit or deny the allegations set forth therein and therefore  
11 denies the same and puts Plaintiff to his strictest burden of proof.

12           54. In response to Paragraph 54 of Plaintiff's Complaint, and all its subparts, LVNV  
13 denies all allegations against it. To all other extents, LVNV has insufficient information and  
14 knowledge to admit or deny the allegations set forth therein and therefore denies the same and  
15 puts Plaintiff to his strictest burden of proof.

16           55. In response to Paragraph 55 of Plaintiff's Complaint, LVNV denies all allegations  
17 against it. To all other extents, LVNV has insufficient information and knowledge to admit or  
18 deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his  
19 strictest burden of proof.

20           56. In response to Paragraph 56 of Plaintiff's Complaint, LVNV denies all allegations  
21 against it. To all other extents, LVNV has insufficient information and knowledge to admit or  
22 deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his  
23 strictest burden of proof.

24           57. In response to Paragraph 57 of Plaintiff's Complaint, LVNV denies all allegations  
25 against it. To all other extents, LVNV has insufficient information and knowledge to admit or  
26 deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his  
27 strictest burden of proof.

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59. In response to Paragraph 59 of Plaintiff's Complaint, LVNV denies that Plaintiff is entitled to any remedy as it has violated no law.

## AFFIRMATIVE DEFENSES

Plaintiff's Complaint fails to state a claim upon which relief may be granted.

LVNV's actions have not been willful, to the extent that they violate California or federal law, which LVNV denies.

Plaintiff failed to exercise ordinary and reasonable care on his own behalf, and such negligence and carelessness was a proximate cause of some portion, up to and including the whole of, the damages alleged by Plaintiff and his recovery should therefore be barred or reduced according to law.

Plaintiff's claims are barred by the doctrines of laches, estoppel, acquiescence, and waiver.

Any violation of the law or damage suffered by Plaintiff, which LVNV denies, was due to the affirmative actions and/or omissions of Plaintiff and do not give rise to any liability of LVNV.

Plaintiff's action against LVNV is barred, in whole or in part, by the applicable statute(s) of limitations.

SEVENTH DEFENSE

Any damage to Plaintiff, which LVNV denies, is due to the acts or omissions of Plaintiff and/or third parties and LVNV is not liable for said acts, omissions or alleged damages.

EIGHTH DEFENSE

Plaintiff's claims are barred by the lack of proximate cause.

NINTH DEFENSE

Plaintiff's claims are barred because Plaintiff failed to mitigate his damages.

TENTH DEFENSE

Plaintiff's claims are barred by his lack of standing.

ELEVENTH DEFENSE

Plaintiff's claims are barred because Plaintiff failed to perform as agreed in breach of their contracts with his underlying creditors.

TWELFTH DEFENSE

Plaintiff's claims are barred by Plaintiff's unclean hands.

THIRTEENTH DEFENSE

Plaintiff's claims are barred by the doctrine of unjust enrichment.

FOURTEENTH DEFENSE

Plaintiff's claims are barred by the doctrine of res judicata/collateral estoppel.

FIFTEENTH DEFENSE

Plaintiff's claims are barred by the defense of in pari delicto.

SIXTEENTH DEFENSE

Upon information and belief, Plaintiff may be contractually obligated to arbitrate any dispute, claim or controversy which arises out of the transaction that is the subject matter of the instant litigation.

SEVENTEENTH DEFENSE

Plaintiff's claims are barred because the statements or acts attributed to LVNV, if made, were privileged communication by interested parties, without malice, to interested persons who requested the information.

1 EIGHTEENTH DEFENSE

2 Any violation of the Fair Debt Collection Practices Act, title 15 of the United States Code  
3 sections 1692 *et seq.*, or the Rosenthal Fair Debt Collection Practices Act, California Code  
4 sections 1788 *et seq.*, if applicable, was not intentional and was the result of a bona fide error  
5 notwithstanding the maintenance of procedures reasonably adapted to avoid such error.

6 NINETEENTH DEFENSE

7 Plaintiff suffered no damage from the alleged violations by LVNV and therefore is not  
8 entitled to any award of damages, attorneys' fees or costs.

9 TWENTIETH DEFENSE

10 LVNV was not a debt collector as defined under California or federal law, in regard to  
11 the instant matter.

12 TWENTY FIRST DEFENSE

13 All of LVNV's actions have been in accordance with California and federal debt  
14 collection practices and consumer credit laws.

15 TWENTY SECOND DEFENSE

16 LVNV may have additional defenses that cannot be articulated due to Plaintiff's failure  
17 to particularize his claims, due to the fact that LVNV does not have copies of certain documents  
18 bearing on Plaintiff's claims and due to Plaintiff's failure to provide more specific information  
19 concerning the nature of the damage claims and claims for certain costs which Plaintiff alleges  
20 that LVNV may share some responsibility. LVNV therefore reserves the right to assert  
21 additional defenses upon further particularization of Plaintiff's claims, upon examination of the  
22 documents provided, upon discovery of further information concerning the alleged damage  
23 claims and claims for costs, and upon the development of other pertinent information.

24 III.

25 PRAYER FOR RELIEF

26 WHEREFORE, Defendant LVNV prays for an order and judgment of this Court in its  
27 favor against Plaintiffs as follows:  
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1. Dismissing all causes of action against it with prejudice and on the merits;
2. Awarding its reasonable costs and attorneys' fees; and
3. Awarding it such other and further relief as the Court deems just and equitable.

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DATED: June 11, 2008

By: /s/ Natalie P. Vance  
NATALIE P. VANCE  
Attorney for Defendants  
RESURGENT CAPITAL SERVICES,  
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